



LHV home insurance

The Terms and Conditions of home insurance describe home insurance coverage, actions to be taken in the event of a loss and the principles of indemnification.

Home insurance offers insurance coverage to home owners, landlords and tenants. It provides comprehensive cover for structures and household property against the risk of unexpected and unforeseen events. Liability insurance comes to the rescue if the insured person is liable for damage caused to another person.

An insurance contract consists of the insurance policy (hereinafter **policy**) and these Terms and Conditions of Home Insurance (hereinafter **Terms and Conditions**). The sum insured (maximum limit of indemnity) and the amount of deductible (the excess; the amount that will be borne by the policyholder in the event of an insured event) are indicated in the policy for the insured items. Before concluding the insurance contract, the policyholder must make sure that the information specified in the policy is correct and that the scope of insurance cover is appropriate, and read through the Terms and Conditions.

The insurer is AS LHV Kindlustus (hereinafter **LHV**).

The policyholder is the person specified on the policy. Persons equated with the policyholder are the owner of the insured object and all persons lawfully in possession or use of the insured object (hereinafter **policyholder**).

Contact details for the insurer

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Terms and conditions of home insurance

Valid from
02.05.2023

Definitions

Limit of indemnity is the maximum amount to which the damage caused as a result of the insured event is indemnified. The limit of indemnity may be set for a specific event, risk, asset or object and applies to a single insured event.

Loss event is an unexpected event that causes property damage.

Insured event is an event provided for in the Terms and Conditions, in the event of which LHV must perform its performance obligation arising from the contract.

Insurance period is a period specified in the policy, damage caused during which as a result of the insured event is indemnified.

Sum insured is the insurable value of the insured object or the maximum monetary amount that LHV will provide as indemnity for the damage caused due to an insured event. The sum insured does not decrease by the indemnity paid.

The insured object is indicated on the policy:

- **building** (building, unit in a terraced house, unit in a semi-detached house, apartment ownership);
- **household property** (movable property located at the address indicated in the policy and portable movable property);
- **financial expenses** (cost of renting a replacement dwelling, cost of loan payments, rental income forgone);
- **personal liability**.

A beneficiary is a person who, according to the insurance contract, is entitled in the case of an insured event to receive an insurance indemnity, an agreed sum of money or the performance of another obligation by LHV. The beneficiary is appointed by the policyholder, and this person is marked in the policy.

Term insurance contract is a contract that expires after the end of the insurance period.

Perpetual insurance contract is a contract that remains valid until cancelled.

Construction or repair work is the erection, establishment, installation, expansion, demolition or other activity related to a structure as a result of which a structure comes to exist or its physical properties change or which alter its envelope, load-bearing and/or stiffening constructions, or where utility systems are installed, altered or demolished. If said works are performed in an insured structure, LHV must be notified of them upon entering into, or during the term of validity of the insurance contract..

The utility system in a building is a set of equipment, installations or communications necessary for the operation, use or safety of a building, together with the necessary structural elements, such as heating, cooling, water, gas supply, sewerage, ventilation, electricity, and security systems.

A household appliance is a device that facilitates household chores, is electrically powered, used indoors, such as a refrigerator, washing machine, clothes dryer, vacuum cleaner, electric stove, coffee maker, dishwasher, oven, or kitchen hood. For the purposes of these Terms and Conditions, electronic and smart devices, tools and lawn mowers are not considered to be household appliances.

An electronic device is a device that is used for entertainment, communication or other personal use, such as televisions, photographic equipment, video and audio equipment, desktops and laptops, and drones.

Smart device for the purposes of these terms and conditions are smartphone, tablet computer, smart watch, wireless earphones and wireless speakers.

Damage prevention and reduction

Home assistance services are available to the policyholder around the clock by helping them to prevent the occurrence of damage in the event of peril or to reduce the amount of damage caused and to limit the further spread of damage. To contact the home assistance service provider, call home assistance line on 680 1122.

1. Home assistance services include the following.

1.1. Preventive home care

If there is an imminent threat to the insured object, then for the prevention of further damage:

- we eliminate the risk of ignition in the case of failure of the electrical system;
- we eliminate pipe blockages;
- we cut down any dangerous trees that are located on the same property as the insured object and pose a direct threat to the building;
- we repair or replace the door lock to the insured building if the lock is defective or has been damaged by a third party (including during intrusion or attempted intrusion).

1.2. Elimination of the consequences of a water accident

A water accident is the spillage or leakage of water or steam due to a sudden breakage of a household appliance or the plumbing system inside a building. The home assistance service provider stops the leak, if possible, replacing or repairing the part that caused the leak, and dries the surface where the water had leaked.

1.3. Temporary covering of the external structure of the insured building

If the external structure of the insured building (including roof, wall, window, door) is damaged or broken due to an unexpected and unforeseen event such that the opening in the envelope of the insured building poses a direct danger or damage to the interior of the insured building (e.g. the breakage of glass due to actions of a third party, damage to the roof due to a storm), the home assistance service provider temporarily covers the insured building or reinforces it to protect property. If necessary, the home assistance service provider shall arrange for security at the insured building until the temporary elimination of the damage, but not longer than for 24 hours.

1.4. Finding and moving to a temporary dwelling

If, due to an insured event, residential space within an insured building becomes uninhabitable, the home assistance service provider shall make arrangements for finding and moving the occupants into a temporary dwelling.

Structure insurance and household property insurance

Structure

2. A structure can be a building, a unit in a terraced house, a unit in a semi-detached house or apartment ownership.

2.1. A structure is not insured if the home is being used as a rental home and the policyholder is a tenant.

2.2. **Building** (for example, a private house, an auxiliary building) is a structure permanently connected to the ground, with walls, a roof and interior spaces, and all of its essential parts, including interior finishing, integrated furniture and permanently connected design elements, sanitary ware, and utility systems.

Together with the private dwelling house, the following that are owned by the policyholder and situated on the same property are insured up to a total limit of EUR 15,000:

- **structures connected to the ground**
(for example, a garden, a shelter, a flagpole, a summer kitchen, an outdoor fireplace, a well, a terrace, garden lighting, and a playground) and communication systems on the property that belong to the building;
- **small buildings with a total net enclosed area of up to 20 m², not including heated buildings** (buildings that are heated and/or have a total net enclosed area of more than 20 m² must be indicated separately in the policy);
- **fuel for heating a private house**
(for example, firewood, coal, fuel oil and liquefied petroleum gas) up to the amount needed to heat a detached house for one year;
- **solar panels;**
- **landscaping**

(LHV will indemnify the reasonable and justified costs of restoring landscaping damaged as a result of an insured event).

- 2.3. Terraced house and a unit of a semi-detached house** is a construction that is permanently connected to the ground, with walls, a roof and interior spaces, and all of its essential parts, including interior finishing, integrated furniture and permanently connected design elements, sanitary ware, and utility systems. The terraced house and a unit in a semi-detached house are insured to the extent corresponding to the size of the share of the co-ownership owned by the policyholder. All of the essential parts of the terraced house or semi-detached house unit are insured up to the interior finishing of the neighbouring house or unit. Co-owned utility systems in a terraced house or semi-detached house unit that are located outside the residential space are insured in proportion to the size of the share of the terraced house or semi-detached unit co-owned by the policyholder.

Together with the terraced house or semi-detached house unit, the following features located on the same immovable are also covered within a limit of indemnity of up to EUR 15,000 in proportion to the share co-owned by the policyholder:

- **structures connected to the ground**
(for example, a garden, a shelter, a flagpole, a summer kitchen, an outdoor fireplace, a well, a terrace, garden lighting, and a playground) and communication systems on the property that belong to the building;
- **small buildings with a total net enclosed area of up to 20 m², not including heated buildings** (buildings that are heated and/or have a total net enclosed area of more than 20 m² must be indicated separately in the policy);
- **fuel for heating a terraced house or semi-detached house unit**
(for example, firewood, coal, fuel oil and liquefied petroleum gas) up to the amount required for heating the terraced house or semi-detached house unit for one year;
- **solar panels;**
- **landscaping**
(LHV will indemnify the reasonable and justified costs of restoring landscaping damaged as a result of an insured event).

- 2.4. Apartment ownership** is an apartment (the rooms included in the object of exclusive ownership) together with the share of the co-ownership that is part of the apartment ownership (for example, the roof of the building, load-bearing walls, stairwell, lift). Insured with the apartment are all of its included essential parts, including interior finishing, integrated furniture and permanently connected design elements, as well as the utility systems serving the apartment.

Together with the apartment ownership, the following are also covered with a total amount of indemnity of up to EUR 15,000:

- a lockable storage room, basement and/or garage box with a closed net area of up to 20 m² located on the same registered immovable as the apartment and in the exclusive use of the policyholder (including used on the basis of a special right of use). Structures and storage rooms that are in common use by the apartment owner, and the property stored in these rooms, are not insured objects;
- solar panels in a legal share of common ownership in proportion to the size of the apartment ownership.

Not included under the structure's insurance coverage:

- 2.5.** movable property;
- 2.6.** soil and roads;
- 2.7.** construction works built in water;
- 2.8.** greenhouses (unless they are indicated separately in the policy);
- 2.9.** structures or parts of buildings used for business activity;
- 2.10.** water (e.g. well water, pool water, liquid that flowed out of a pipe).

Insurable value of the structure and general principles of indemnification related to the structure

- 2.11.** The insurable value of a structure is the reinstatement value of the structure, the amount of which is the cost of restoring the structure to its original form.

- 2.12. LHV shall indemnify reasonable and justified costs for the reinstatement of the structure.
- 2.13. LHV pays the indemnity proportionally, taking into account the extent of the reinstatement.
- 2.14. If the policyholder does not wish to restore the structure, LHV will indemnify the damage based on a justified calculation prepared for the restoration of the structure, from which LHV will deduct a percentage proportional to the natural wear and tear on the damaged structure.
- 2.15. When restoring a structure, depreciation of the structure is not taken into account.
- 2.16. The precondition for restoration is the restoration of the building in the same place and for the same purpose.
- 2.17. The costs of restoring or replacing the structure shall be paid by LHV to the beneficiary specified in the policy or the policyholder. The parties may also agree to pay an indemnity to the property restorer after restoration of the property has been completed.
- 2.18. LHV shall indemnify the costs of demolition work and waste removal.

Household property

- 2.19. Household property is movable property owned or in the legal possession of the policyholder or their family member (including a dependant) located at the address specified in the policy. The family members of the policyholder are considered to be the spouse or partner who lives permanently with the policyholder and their children up to the age of 21. Dependants are considered to be the adult children and parents of the policyholder and their spouse or partner who need daily care assistance while living permanently with the policyholder. The sum insured for household property is indicated in the policy. The following special conditions apply to household property.
 - **Art and valuables** (including paintings, jewellery, precious metals and antiques) are insured at the pre-insurance-event market value, but not more than 30% of the sum insured for household property.
 - **Electronic equipment** are insured up to 30% of the sum insured for household property.
 - **Smart devices** are insured to the extent of up to 2% of the sum insured for household property. If the insured event takes place outside the home, the limit of indemnity for smart devices together with portable property is up to 3000 euros.
 - **Property located in the storage room belonging to the apartment** is insured if the storage room is located on the same immovable as the insured apartment, is in the exclusive use of the policyholder and all the openings of the storage room are closed and locked. Property located in the storage room is insured up to 10% of the sum insured for the household property.
 - **Household property that is stored in a small self-storage of up to 20 m²**, which is rented from a professional self-storage service provider, is insured to the extent of up to 10% of the sum insured for household property. Property located in a small self-storage is insured if all the openings to the warehouse are closed and locked and the warehouse is guarded.
 - **Property located in an auxiliary building that belongs to a detached house, terraced house or semi-detached house** is insured if the auxiliary building is in the sole use of the policyholder and all openings in the auxiliary building are closed and locked. Property located in such an auxiliary building is insured up to 10% of the sum insured for the household property.
 - **Property located in a fenced yard** is insured up to 5% of the sum insured for the household property. Before leaving home and prior to nightfall, the policyholder must move items in the yard (except garden furniture, a robotic lawnmower, a trampoline, grill, and an electric radiator) to a locked room. If objects have been stolen from the yard, a double deductible is charged.
 - **Property located on the balcony or terrace** is insured to the extent of up to 5% of the sum insured for household property as specified in the policy. Bicycles or other mobility equipment on an open (not enclosed by glass) balcony must be stored in such a way that they are locked to the structure. Before leaving home or prior to nightfall, the policyholder must remove items from an unenclosed balcony or terrace (except for terrace furniture, grill, and an electric radiator) to a locked room. If objects have been stolen from a balcony or terrace, a double deductible is charged.
 - **Portable property (excluding smart devices)** is insured up to 5% of the sum insured for household property. The limit of indemnity for portable property together with smart devices is up to 3000 euros. Portable property is insured (the insurance cover is valid worldwide) if it is with the policyholder or their family member (including a dependant). The items carried must be under the supervision of the policyholder or locked in a cabinet or room such that a third party is unable to access the property. Electronic equipment and smart devices may not

be carried in the cargo holds of aircraft, ships, buses, or trains. In commercial lodging establishments, valuables, watches, artworks and antiques must be kept in the commercial lodging establishment's safe, or secured storage room.

- **Funds on a bank account** are insured if the relevant bank card is lost or stolen or taken by robbery. LHV reimburses card payments up to 1000 euros that were made illegally in the 24 hours following the loss or theft of the bank card or robbery. In the event of an insured event, the bank card must be blocked immediately. Damage will not be indemnified if the bank card data fell into the hands of a third party in any other way besides the loss or theft of the bank card or robbery.
- **The costs of applying for a passport, ID card, driving licence, vehicle registration document and bank card** are reimbursed in the case of loss, theft, or robbery. LHV reimburses the costs of normal application without applying a deductible.

The following are not insured as household property:

- 2.20.** smart devices over two years old and laptops over four years old. The age of an item is the time that has elapsed since the date the item was purchased new. If the date of purchase is not known, the age of the item is the time that has elapsed since the date on which the model was first introduced;
- 2.21.** motor vehicles subject to registration and their trailers, including trailer caravans (except for light-weight trailers located at the place of insurance, the maximum mass of which does not exceed 750 kg);
- 2.22.** aircraft and watercraft (except for boats up to 5 m long (including jet ski) and boat engines with a capacity of up to 50 hp located in a locked building at the insurance place);
- 2.23.** information, software and licenses;
- 2.24.** securities and other documents and sets of documents, plans and drawings (except for the costs of applying for a new passport, ID card, driving licence, vehicle registration document, and bank card);
- 2.25.** weapons and weapons accessories, explosives;
- 2.26.** animals and plants and other living organisms (except for landscaping and potted plants in the event of fire or theft);
- 2.27.** samples and prototypes, exhibit items and models of the exhibition and collections of objects;
- 2.28.** cash and digital money.
- 2.29.** assets used by the policyholder or a member of their family in the course of their business, such as production and service equipment, goods, products (including semi-finished products), samples.

Insurable value of household property and general principles of indemnification

- 2.30.** In the event of damage to household property, LHV shall indemnify the costs of repairing it (to the extent of the limit of indemnity specified in clause 2.19 of the Terms and Conditions). If household property has been stolen (either in a theft or robbery) destroyed or damaged and it cannot be repaired, LHV will reimburse the costs of purchasing an equivalent new item (to the extent of the limit of indemnity specified in clause 2.19 of the Terms and Conditions).
- 2.31.** The insurance value of a laptop and smart device up to 1 year old is the equipment's new value. The value of a laptop and smart device more than 1 year old is the pre-insured-event market value, not to exceed the limit of indemnity in clause 2.19 of the terms and conditions. The age of the equipment is the time that has passed since the date on which the item was bought new. If the purchase date is not known, the age of the item shall be considered to be a time elapsed since the manufacturing date.
- 2.32.** If a home appliance and/or electronic device that is an insured object is undergoing repairs or in the delivery process, LHV shall indemnify the reasonable and justified rental costs of the replacement device rented for the period of repair or delivery, but not more than 400 euros per insured event. The replacement device does not have to be equivalent to the device to be replaced, but must perform the basic functions of the device it replaces. LHV shall indemnify the cost of transporting the device within Estonia and installation of large items. LHV has the right to designate the service provider from which the policyholder rents a replacement device.

Insured event

- 3.** An insured event is:

- 3.1. an unexpected and unforeseen, sudden event that began during the insurance period, including destruction, damage, theft or robbery**, as a result of which the insured object is lost, destroyed or damaged, and which is not excluded in clause 4 of the Terms and Conditions. If the time of the insured event is not known, it shall be considered to be the day when the policyholder or a person equated to the policyholder should have become aware of the insured event.

If there is a relevant indication in the policy, the following are also insured events:

- 3.2. damage caused to a previously intact part of the insured object as a result of substandard work or a construction defect**

In the event of damage caused by substandard work, unsuitable or defective materials or the product, LHV will indemnify the damage caused to a previously intact part of the insured object following a sudden event; LHV does not indemnify for damage that occurred to a poorly installed object, nor for that part of the insured object that caused the damage;

- 3.3. damage caused by snow or ice accumulating on the roof**

Damage caused by the weight or movement of snow or ice falling on the roof over a short period of time (up to 72 hours);

- 3.4. rainwater entering the structure**

LHV shall indemnify up to 3000 euros in damage caused by a first instance of precipitation or melt water entering the insured structure through the roof, walls or other envelope structures. Expenses on repairing or replacing the leak area (construction element) are not indemnified. The policyholder or a person equivalent to the policyholder must take measures to prevent recurring damage. LHV will not indemnify for damage caused from the same place by a second insured event;

- 3.5. equipment failure**

Equipment failure is a failure of technical equipment serving the structure (up to seven years of age) and household appliances (up to five years of age) caused by a power failure or malfunction (including an electrical malfunction caused by a thunderstorm) or an electrical or internal mechanical failure of the insured object. The age of the equipment is calculated from the date it was purchased new. If the date of purchase is not known, the age of the object is the date on which the model was first introduced. If the current energy efficiency class of the building that is the insured object is A, the insured event also includes the electrical or internal mechanical failure of an electric car charger;

- 3.6. damage caused by construction or repair work**

Damage caused by construction or repair work is considered to be damage caused during construction or repair work to the insured object and/or yet to be installed construction materials stored inside the building during construction. The limit of indemnity for construction materials that have not been installed is 5000 euros.

Construction and repair works coverage is valid if the policy specifies valid insurance coverage for such events and the roof, doors and windows are installed and all openings in the external structure of the insured structure are closed to prevent rain and melt water (including condensation) from penetrating the structure and no third party has access to the structure and/or the interior of the building without the use of assistive devices. During all construction work and work on utilities, it is required to observe safety requirements in the respective field, requirements arising from the Construction Code and the manufacturer's user manuals, and, if there is an apartment association, the requirements set forth by the apartment association, and other good building practices. Losses related to the restoration, replacement or alteration of an unauthorised structure or part thereof shall not be indemnified, nor damage caused by disregarding or intentionally breaching the specifications of the building design documentation, generally recognised requirements, norms, practices, principles or standards, or construction technology. In the event of damage caused by construction or repair work, LHV charges a deductible of 1000 euros for the insured event;

- 3.7. damage caused by the tenant**

Damage caused by the tenant is considered to be damage caused to the insured object by the tenant and/or persons permanently living with the tenant and caused by intent or gross negligence. The insurance cover does not apply to leases with a term of less than six months;

- 3.8. psychological counselling and treatment**

If the policyholder and/or their family member (including a dependant) needs psychological counselling or therapy after an insured event related to a fire, intrusion or robbery, LHV will reimburse the visit fee of a psychologist, psychiatrist and/or psychotherapist, and the cost of the treatment prescribed by them. The family members of the policyholder are considered to be the spouse or partner who lives permanently with the policyholder at the address marked in the policy and their children up to the age of 21. Dependants are considered to be the adult children and

parents of the policyholder and their spouse or partner who need daily care assistance while living permanently with the policyholder. The limit of indemnity for psychological counselling and treatment is up to 250 euros per family member and up to 1000 euros per insured event.

Exclusions

4. LHV will not indemnify for damage indirectly or directly caused by the following events, causes or consequences.
- 4.1. **Loss event that occurred or began before the conclusion of the insurance contract**
Damage and injury that occurred before the conclusion of the insurance contract or the occurrence of which was evident at the time of conclusion of the insurance contract. Damage the cause of which began before the beginning of the insurance period is not indemnified. If it is not clear whether it is an insured event or not, LHV shall indemnify the costs of determining the cause. If, upon determining the cause of the damage, it proves that it is not an insured event, LHV shall not indemnify the costs of repair or replacement of the insured object.
- 4.2. **Recurring damage**
Damage that occurs with a predictable frequency, such as an annual flood, and damage where the policyholder has failed to take measures to prevent its aggravation or recurrence.
- 4.3. **Insured object being left unsupervised or the loss thereof**
Losing or forgetting property, including leaving the insured object in a vehicle or other visible place or room, except for the loss of a bank card, identity document, vehicle registration document, and keys.
- 4.4. **Long-term process**
Damage caused gradually over a long period of time or as a consequence of a long-term process, such as damage caused by normal gradual wear and tear of the insured object, spoilage, corrosion, material fatigue, decay, rot, crumbling, cracking, corrosion, formation of lime scale, fungal damage, mildew, dry rot fungus or other damage caused over the long-term.
- 4.5. **Expansion or contraction**
Damage caused by shrinkage or expansion of the insured object or its parts, unless it has occurred directly as a result of the insured event.
- 4.6. **Subsidence, soil movement and landslide**
Damage caused by the subsidence of the soil or the insured building and/or its parts, regardless of the event or reason that caused the subsidence. Damage caused by landslides and/or movement of soil is not subject to indemnification.
- 4.7. **Animal or bird activity**
Activities of pests, insects, rodents, birds and domestic animals, unless the animal or bird has caused a fire or breakage of a glass surface of the insured building.
- 4.8. **Aesthetic defects which do not affect the intended use of the object**
Scratches, pits, stains, dents, tears, discolouration and other such defects that do not affect the intended use of the insured object.
- 4.9. **Nuclear energy, blasting and vibration**
Blasting and mining operations, vibration, explosion of nuclear and radioactive material, use of nuclear energy for any purpose, or such a process that goes out of control.
- 4.10. **Damage subject to indemnification under another policy**
Damage compensated, for example, under a (construction) warranty or other contract.
- 4.11. **Maintenance works**
The cost of maintenance or repair work and the cost of spare parts to be replaced during maintenance work, including the cost of eliminating minor external defects, such as removing stains and discolouration and eliminating odour changes, and removing external scratches.
- 4.12. **Environmental pollution**
Environmental pollution abatement costs.
- 4.13. **Military action, terrorist acts and riots**
War and political armed conflict, act of terrorism, insurrection, riot, strike, work stoppage; military action, mass unrest, coup and state of emergency.
- 4.14. **Expropriation**
Expropriation, confiscation or other similar event.

4.15. Use of the object for other than the designated purpose

Use of the insured object for a purpose or in a manner for which it is not intended, such as use of the insured building or part thereof for business purposes, and use of equipment in a manner not in accordance with its purpose or the manner intended by the manufacturer.

4.16. Damage caused during transport

Damage caused during moving or transport.

4.17. Damage to sports equipment and tools (including garden equipment) caused during use

Damage to sports equipment and tools (including garden equipment) caused during the ordinary use of the object.

4.18. Damage caused to motor vehicles and light-weight trailers during use

Damage caused to motor vehicles, electric vehicles, personal light electric vehicles, ATVs, light-weight trailers in the course of their normal use.

4.19. Repair of substandard work or construction defect

Correction of construction and repair defects, planning and design errors; damage or replacement in case of use of defective and unsuitable construction materials.

4.20. Cyberattack

Damage caused to the insured object as a result of a cyberattack.

4.21. Condensate water

Damage caused to parts of the building by condensed water.

4.22. Rise in groundwater level

Damage caused as a result of a rise in the groundwater level, if it has no direct causal connection with a storm or torrential rain at the fortification site.

4.23. Damage caused by snow or ice accumulating on the roof

Damage caused by snow or ice that has falling or accumulated on the roof, unless the policy specifies that these events are covered.

4.24. Rainwater entering the building

Rainwater and melt water entering the insured building through the roof, walls or other structural elements, unless the policy provides insurance cover for these events.

4.25. Equipment failure

A fault caused by a power failure or malfunction (including an electrical malfunction caused by a thunderstorm) and an internal electrical or mechanical fault involving the insured object, unless, according to the policy, the insurance cover is valid in the event of a fault in household appliances and utility systems.

4.26. Damage caused by construction works

Damage caused by construction, repair or alteration work unless the policy specifies insurance coverage for such events.

4.27. Damage to the intact part of the insured object as a result of poor quality work or a construction defect

Damage caused by a construction defect, poor quality work, unsuitable or defective material or product to the intact part of the insured object, unless, according to the policy, the insurance cover applies to these events.

4.28. Psychological counselling and treatment

After an insured event related to a fire, intrusion or robbery, the visit fee for a psychologist, psychiatrist and/or psychotherapist and the medical expenses determined by them for the policyholder and/or their family members (including a dependants), unless the policy provides for insurance cover for psychological counselling and treatment.

Financial expenses that are indemnified

5. If the policy has a corresponding indication, LHV will indemnify the following financial costs.

5.1. Rental costs of a replacement dwelling

If, as a result of an insured event, the insured dwellings have become uninhabitable and it is necessary to rent a replacement dwelling, LHV shall indemnify the costs of finding a temporary residence, rental costs and the costs of moving in and out. LHV will indemnify the lease payments for the restoration or replacement of dwellings that have become uninhabitable but for no longer than 12 months and up to a maximum of 6000 euros. LHV shall indemnify the rental costs of the replacement dwelling without applying the deductible.

If, as a result of the insured event, the insured rental home has become uninhabitable and it is necessary to rent a

replacement dwelling, LHV shall indemnify the additional costs incurred in finding a temporary residence, renting it, and moving in and out. LHV will reimburse the additional rental costs of the replacement dwelling until the restoration or replacement of the rental home that have become uninhabitable, but not for more than 6 months and up to 3000 euros, provided that the lease agreement for the insured rental home continues to be valid. LHV shall indemnify the additional costs incurred in renting a replacement dwelling, which have been previously approved by LHV. The policyholder undertakes to submit a lease agreement for their rental home to LHV. LHV shall indemnify the additional rental costs of the replacement dwelling without applying the deductible in case tenant's property has also been damaged in the same insured event and the deductible has already been applied to the indemnity.

The replacement dwelling need not be equivalent to the place of residence to be replaced, but must fulfil the essential functions of the place of residence to be replaced.

5.2. **Loan payments**

If, as a result of an insured event, insured residential space has become uninhabitable, LHV will indemnify payments on the home loan taken for purchasing the uninhabitable dwelling constituting the insured object. LHV will indemnify the home loan payments starting from 30 days after the insured event until the restoration or replacement of the dwellings that have become uninhabitable, but for no longer than 12 months and up to 6000 euros. Loan payments shall be indemnified by LHV without charging a deductible.

5.3. **Loss of rental income**

If, as a result of an insured event, a rental unit located in an insured building has become uninhabitable, LHV will indemnify the loss of rental income. LHV will indemnify the loss of rental income starting from 30 days of the insured event until the restoration or replacement of the rental unit, but for no longer than 12 months and up to 6000 euros. Insurance coverage does not apply in the case of leases under six months.

Financial costs not indemnified

- 5.4. Financial expenses for a period when the restoration of the residential space rendered uninhabitable due to the insured event is delayed for reasons depending on the policyholder.
- 5.5. Utility bills for the replacement dwelling.
- 5.6. Late interest and contractual penalties arising from unpaid bills related to the replacement dwelling (including rent and utility payments).
- 5.7. The part of VAT that is refundable to the company under the Value Added Tax Act.

Private person's liability insurance

Insured person

- 6. **Insured person** is the policyholder and the spouse or partner living in the same household as the policyholder, their children up to the age of 21 and their dependants. Dependants are considered to be the adult children and parents of the policyholder and their spouse or partner who need daily care assistance while living permanently with the policyholder. Persons not referred to in this clause shall not be regarded as insured persons. If the policyholder is not the owner of the insured object, but a claim arising from the ownership or possession of real estate is filed against the owner of the property, then the owner of the property shall also be considered to be an insured person (unless the method of using the property indicated in the policy is as a rental home).
- 6.1. **Third party**, or injured party, is the person to whom the insured person has caused material damage and to whom the insured person is liable to pay an indemnity. The third party is neither a party to the insurance contract nor a member of the group of insured persons.

Liability insurance cover

- 6.2. An insured event is the infliction of material damage by an insured person upon a third party, as a result of which the insured person becomes legally obligated to pay an indemnity for damage. The insured event must take place in the Republic of Estonia and during the insurance period. LHV shall pay indemnity in the event of an insured

event for which a written claim of indemnification has been submitted to the insured person no later than within two years after the end of the insurance period specified in the policy.

- 6.3. In a private person's liability insurance, LHV indemnifies material damage caused to a third party and legal costs incurred by the insured person in order to repel claims for damages against the insured person.
- 6.4. Proprietary damage to be indemnified includes:
 - 6.4.1. damage to property, i.e., the cost of repairing or replacing an object belonging to a third party with an equivalent object as a result of its damage or destruction. If the object cannot be repaired or a new equivalent object cannot be purchased, LHV will compensate for the value of the object lost;
 - 6.4.2. personal injury, i.e., expenses incurred as a result of damage to health, bodily injury or the causing of death to a third person;
 - 6.4.3. material damage which is not damage to property or personal injury but is a direct consequence of such damage. LHV will indemnify other material damage (such as costs for filing claims for damages) suffered by a third party as a direct result of damage to property or personal injury to the extent of up to 20% of the total personal injury and/or property damage.
- 6.5. Legal costs are defined in the terms and conditions as the extrajudicial legal, court and expert costs incurred in defending and pursuing claims for damages against the insured person. Legal expenses are indemnified by LHV within the limits of the sum insured and must be agreed upon with LHV in advance. LHV will also reimburse legal costs if the claim against the insured person later proves to be unfounded. No deductible is applied regarding legal costs.

6.6. Extensions of private person's liability insurance coverage

- **Private person's liability insurance abroad**
If the policy specifies an extension of liability insurance coverage to other countries besides Estonia, the insurance cover is valid worldwide, not including claims arising from ownership or possession of real estate outside the Republic of Estonia.
- **Pet owner's liability insurance**
If the policy states an extension of the pet owner's liability insurance coverage, the insurance also covers damage caused by a pet to a third party, for which the insured person is liable under legal acts. Animals prohibited as pets and animals used for economic activities are not considered pets. Pet owner liability insurance does not cover damage caused by a pet to property in the policyholder's possession.
- **Tenant's liability insurance**
If the extension of the tenant's liability insurance is indicated in the policy, the insurance cover also applies to claims of the lessor of the leased premises located at the address specified in the policy, which are related to damage to the property of the lessor by the tenant. Claims arising from the performance or non-performance of a lease agreement are not an insured event. In the event of an insured event related to the tenant's liability insurance, the limit of indemnity is the sum insured under liability insurance coverage specified in the policy, but not more than 20 000 euros.
- **Liability insurance for light electric vehicle users**
If the extension of liability insurance for light electric vehicle users is indicated in the policy, the insurance cover applies to damage caused to a third party by driving a light electric vehicle, for which the insured person is liable under legislation. The insurance cover is valid if the light electric vehicle meets the requirements established in the Traffic Act and is operated in accordance with the traffic rules established in the Traffic Act. An electric scooter, an electric skateboard and a hoverboard designed to carry one person are considered to be light electric vehicles. The limit of indemnity for liability insurance for light electric vehicle users is up to 2000 euros per insured event.

The private person's liability insurance does not extend to:

- 6.7. claims brought by the insured person;
- 6.8. claims arising from contractual relations (including leases), unless the policy specifies an extension of the lessee's liability insurance and the insured event is the lessor's claims related to damage to the lessor's property;
- 6.9. claims that are based on the event that caused the damage, which the policyholder and/or the insured person was aware before the conclusion of the insurance contract;

- 6.10. claims arising from the economic or professional activities of the insured person, including claims arising from producer responsibility or the provision of services;
- 6.11. claims arising from actions committed by the insured person due to intent, gross negligence, violation of the law and/or while being intoxicated;
- 6.12. claims arising from non-material (or moral) damages and loss of profit (other than the decrease or loss of income related to the damage caused to a person's health) and any other damage that is not material damage. The calculation of the loss of income is based on the average of the third person's income subject to social tax for the last 12 months within the meaning of the terms and conditions;
- 6.13. claims arising from damage to property in the possession of the insured person, which was borrowed, leased or otherwise put into use by the insured person;
- 6.14. claims arising from unauthorised administration (*negotiorum gestio*);
- 6.15. claims arising from unjustified enrichment;
- 6.16. requirements arising from the possession, use, ownership, leasing, rental and the possession of motor vehicles (including drones) or any other major source of peril, except for in the case of light electric vehicles, where the policy specifies liability insurance for light electric vehicle users;
- 6.17. claims arising from employment, service or family law disputes;
- 6.18. claims arising from losses arising as a result of fines, late interest, interest and expropriation of property;
- 6.19. claims arising from the spread of an infectious disease or the misuse of medicinal products;
- 6.20. the requirements arising from vibrations, subsidence, soil movement, temperature, change in odour, lighting, dust, vapour, moisture, condensation or other similar damage occurring over a long period of time;
- 6.21. requirements arising from weapons, radioactivity, radiation, toxicity, explosive properties, and the use and presence of asbestos;
- 6.22. claims arising from pollution, contamination or any environmental damage;
- 6.23. claims arising from damage caused by animals belonging to the insured person, unless the policy specifies an extension of the pet owner's liability insurance;
- 6.24. claims arising from damage caused abroad, unless the policy specifies an extension of personal liability insurance abroad;
- 6.25. claims that are related to the damage caused to the property of the landlord by the tenant, unless the extension of the tenant's liability insurance is indicated in the policy;
- 6.26. claims that are subject to indemnification under a guarantee, under compulsory insurance (including motor third party liability insurance), under mandatory insurance, or under another insurance contract;
- 6.27. claims that are refundable under the Value Added Tax Act;
- 6.28. legal costs, if the indemnification of damage is excluded by the terms and conditions. LHV also does not indemnify legal costs arising from the insured person's disagreement with LHV's decision.

General principles of indemnity related to liability insurance

- 6.29. If several persons file a claim against the insured person in the same insurance event and the total amount of claims exceeds the sum insurance under liability insurance coverage specified in the insurance contract, LHV indemnifies the claims proportionally based on the amount of claims up to the sum insured under liability insurance coverage specified in the policy (on condition that the claims are filed at the right time and LHV has not already indemnified other claims).
- 6.30. If the insured person is jointly and severally liable with other persons for damage caused to a third party (solidary liability), LHV will base its calculation of the insurance benefit on the amount of the claim against the insured person and not on the division of the insured person's liability in relations between solidary debtors.
- 6.31. The right of recourse of the insured person against the person liable for the loss or damage will be transferred to LHV to the extent of the amount indemnified upon payment of the insurance benefit.
- 6.32. The upper limit of indemnification for damage is the insured sum of liability insurance specified in the policy per insured event.

Exemption of performance of the insurance contract in a private person's liability insurance.

- 6.33. LHV has the right to deny the indemnity or reduce the indemnity, if:

- 6.33.1. the insured person waives their right of recovery against the person who caused the damage or if LHV's right of recourse proves impossible through fault of the insured person (for example, exceeding the deadline for filing a claim, failure to submit the necessary documents);
- 6.33.2. the insured person indemnifies a third party for damage or recognises a claim for damages brought by a third party in a situation where the liability or extent of liability of the insured person is not clear;
- 6.33.3. the light electric vehicle was used to move about in a place not intended for traffic, in sports competitions, engaging in extreme sports, in the provision of courier services and/or in violation of traffic rules and laws;
- 6.33.4. as a result of an accident involving a light electric vehicle, the scene and circumstances of the damage are not fixed, and it is no longer possible to identify the event after the fact. Also, if there are no medical invoices and other necessary expense documents to prove the damage caused.

Deductible

- 7. Deductible (or excess) is the amount that is to be borne by the policyholder in case of an insured event. The deductible is deducted from the insurance indemnity to be paid. If a limit of indemnity has been established in the conditions in regard to the insured object, the deductible shall be deducted from the amount of actual damage. If the insured object has been damaged or destroyed as a result of several insured events, the deductible shall be applied for each insured event separately.

Deductible does not apply if:

- 7.1. only the glass surface of an insured structure has been damaged and no other damage has occurred;
- 7.2. the insured event involves only solar panel(s) and no other damage was caused and the energy performance class of the structure which is the insured object is A;
- 7.3. in the event of an intrusion, the alarm system is activated and the alarm reaches the security company;
- 7.4. more than 50% of the insured structure is destroyed as a result of the insured event;
- 7.5. the door lock is replaced due to theft, robbery or loss of the key or failure of the front door lock and no other damage has occurred to the insured object;
- 7.6. rental costs and/or loan payments of the replacement dwelling are to be indemnified and deductible has already been charged for the indemnity for the insured object in the context of the same insured event;
- 7.7. psychological counselling and treatment are subject to indemnification, and a deductible has already been applied to the indemnity for damage to the insured object within the framework of the same insured event;
- 7.8. the state fee for applying for a passport, ID card, driving licence, vehicle registration document and bank card is subject to indemnification, and no other damage to the insured object has occurred;
- 7.9. home assistance service is used and no other damage occurred to the insured object.

Action to be taken in the event of a loss event

- 8. In the event of a loss event, the policyholder must:
 - 8.1. take measures to prevent or reduce further damage;
 - 8.2. report the incident immediately by calling 112 in case of suspicion of intentional actions of a third party or in the event of a fire or explosion; and in other cases, to the relevant competent authorities or persons;
 - 8.3. notify LHV of the loss event within five days after the loss event occurred or was learned of;
 - 8.4. submit the damaged property or its remnants to LHV for review in their state following the insured event and not proceed to the restoration of the damaged property or the disposal of the destroyed property without the consent of LHV;
 - 8.5. immediately submit to LHV the claim for damages received by the policyholder. The insured person may not give consent and promises related to indemnification until they have been coordinated with LHV;
 - 8.6. follow the instructions given by LHV;
 - 8.7. to provide LHV with the necessary information on the circumstances of the loss event and the potential cause of the damage and to provide LHV with access to the damaged object;

- 8.8.** take into account that LHV may, in order to establish the circumstances of the loss event, require from the policyholder, inter alia:
- documents proving the expenses incurred due to the loss event;
 - a certificate issued by the police in case of theft, vandalism and intrusion;
 - a certificate issued by the Rescue Board in the event of fire;
 - explanations regarding the loss event.

Safety requirements

- 9.** The policyholder and persons equated to the policyholder shall, in the ownership, possession, and use of the insured property:
- 9.1.** fulfil safety requirements arising from legislation or instructions for use;
 - 9.2.** refrain from leaving the source of fire risk unattended or in the care of minor children;
 - 9.3.** properly maintain fireplaces, their flues, and chimneys;
 - 9.4.** discharge water from the water pipes and heating pipes of the insured building if the building is not heated during the heating period or if it is reasonably foreseeable that the temperature in the building will drop below 0 degrees;
 - 9.5.** clean the roof and its structures of snow, ice and debris having accumulated there;
 - 9.6.** regularly empty the local sedimentation tanks of the structure;
 - 9.7.** close windows, doors, hatches or other openings when away from home in such a way that access to the structure cannot be breached without breaking the barrier preventing the entrance;
 - 9.8.** prior to drilling, make sure that there is no electrical wiring, piping or any other part of the utility system in the structure located beneath the floor, behind or inside the walls and ceiling;
 - 9.9.** place property that is not intended to be permanently stored outdoors in a locked building while away from home and prior to nightfall (except garden furniture, a robotic lawn mower, a trampoline, a garden grill, and an electric radiator). LHV counts the time from sunset to sunrise as nighttime;
 - 9.10.** anchor an outdoor trampoline, shelter, tent and similar objects to the ground;
 - 9.11.** refrain from leaving insured property unsupervised;
 - 9.12.** take measures to prevent repeated damage.

General principles of indemnification

- 10.** In case of an insured event, LHV indemnifies the direct and justified costs of restoration or replacement of the insured items and other costs provided in the Terms and Conditions, less the deductible specified in the insurance contract. LHV's general principles for indemnification are the following.
 - 10.1.** LHV shall make a decision on indemnification in ten working days after it has received all necessary information on the loss event and the amount of damage. If, for reasons beyond LHV's control, it is not possible for LHV to determine the full amount of the damage, LHV will first indemnify the part of the damage where the amount of damage is clear. With good reason, LHV may extend the term for making a decision on indemnification of damage.
 - 10.2.** After the occurrence of the insured event, the sum insured specified in the insurance contract does not decrease.
 - 10.3.** LHV may replace the object destroyed as an insurance indemnity with an equivalent object or pay the insurance indemnity monetarily in an amount equal to the repurchase value of the object to be replaced.
 - 10.4.** LHV has no obligation to indemnify the value of the extant part of the insured object. If LHV reimburses the costs of replacing the insured object, LHV is entitled to the right of ownership of the replaced object.
 - 10.5.** If the policyholder wishes to keep the destroyed object in his or her own ownership, the insurance indemnity shall be reduced by the post-insurance-event value of the property.
 - 10.6.** Other costs specified in the Terms and Conditions or the policy shall be indemnified to a reasonable and justified extent by LHV on the basis of a document certifying the amount of the respective costs.
 - 10.7.** If, in the case of an insured event, LHV indemnifies damage caused to the policyholder, any right of claim (right of recourse) that the policyholder may have against the person who caused the damage (including a tenant or service provider) shall pass to LHV.

Obligations of the policyholder

11. The policyholder is obliged to:
 - 11.1. pay insurance premiums in the agreed amount and according to the agreed procedure;
 - 11.2. notify LHV of a loss event within five days after the loss event occurred or was learned of;
 - 11.3. provide LHV with complete and correct information for the assessment of the insurance risk and, upon concluding the insurance contract, notify LHV of all significant matters known to it that affect or may affect the decision to enter into the insurance contract on the agreed terms;
 - 11.4. notify LHV as soon as possible if the information submitted to LHV turns out to be false or incomplete;
 - 11.5. notify LHV immediately of any increase in the insurance risk (for example, in the event of changes compared to those specified in the insurance contract, including a change in the manner in which a home is used) and of any transfer of the insured object;
 - 11.6. do everything in its power to prevent an insured event and reduce possible damage, to avoid the possible increase of the insured risk and not to allow the persons who use the insured property to increase the insured risk;
 - 11.7. if an item taken by theft or robbery is returned after LHV paid the insurance indemnity for it, to return to LHV the insurance indemnity or hand over the returned item to LHV;
 - 11.8. to return to LHV the insurance indemnity paid if, after indemnification of the damage, circumstances precluding indemnification by LHV become apparent or if the damage is indemnified by a third party;
 - 11.9. enable LHV to investigate the circumstances of the insured event in order to identify the amount of the loss and the persons responsible for the loss and, if necessary, to involve experts in establishing the circumstances of the insured event.

Obligations of LHV

12. LHV is obliged to:
 - 12.1. introduce the documents related to the insurance contract to the policyholder before concluding the insurance contract and keep secret the information which has become known to LHV in connection with the insurance contract;
 - 12.2. issue to the policyholder a replacement policy, as well as copies of the policyholder's statements of intent submitted in a form that can be reproduced in writing, and data and copies of documents that affect the policyholder's rights or obligations arising from the insurance contract, if such activities are not in conflict with legal acts;
 - 12.3. to start claims adjustment immediately after receiving the notice of loss and to determine the amount of loss to be indemnified;
 - 12.4. after receiving a notice of loss, to inform the policyholder which documents must be submitted to LHV in order to determine the cause and amount of the loss;
 - 12.5. make a decision on indemnifying loss or refusal to do so within ten working days of receipt of all required documents and determination of the amount of damage and the circumstances in which it occurred;
 - 12.6. indemnify the damage caused due to the insured event or pay the agreed monetary amount or the insurance indemnity in one instalment or in parts, or perform the insurance contract in another agreed manner. LHV must pay the insurance indemnity within a reasonable time after the completion of the claims adjusting operations and the indemnification decision. If LHV delays the performance of a monetary obligation, it is obliged to pay late interest at the rate provided in the Law of Obligations Act;
 - 12.7. if the obligation to indemnify damage arises, to reimburse, inter alia, the necessary expenses borne by the policyholder in connection with the determination of the damage and the amount thereof. LHV is not obliged to reimburse the policyholder for the costs of hiring an expert or consultant if the policyholder was not obliged to hire an expert or consultant according to the contract;
 - 12.8. reimburse the policyholder for the costs borne by the policyholder in relation to the prevention or reduction of the damage, which the policyholder considered necessary, even if bearing these costs did not yield the desired result. LHV must indemnify expenses incurred on the basis of its instructions even if they, together with other indemnity, exceed the sum insured;

- 12.9. refuse to pay the insurance indemnity if the payee is subject to a corresponding restrictive international financial sanction established on the basis of UN resolutions or the relevant legislation of the European Union or the Republic of Estonia.

Exemption from performance of insurance contract

13. LHV has the right to deny or reduce the indemnity if:
- 13.1. the policyholder or a person equated to them has caused damage intentionally and/or while intoxicated;
 - 13.2. the damage was caused to the insured object due to gross negligence or non-compliance with the duty of care by the policyholder or person equivalent to the policyholder;
 - 13.3. the policyholder has intentionally submitted false or misleading information to LHV or failed to submit significant information concerning the material circumstances of the insurance contract or loss event;
 - 13.4. the event is one where resulting damage is not indemnified on the basis of the Terms and Conditions;
 - 13.5. damage occurred to objects that are not insured under the Terms and Conditions;
 - 13.6. the policyholder has not paid the insurance premium by the prescribed term or additional term and the insured event occurs after the expiry of the additional term, unless the failure to make the payment was due to a circumstance beyond the control of the policyholder;
 - 13.7. the policyholder has not complied with one or more of the safety requirements specified in clause 9 of the Terms and Conditions or the obligation specified in clause 11 and said non-compliance has a causal relationship with the occurrence of the damage;
 - 13.8. it has not been possible to establish the amount of or circumstances surrounding the loss event.
14. LHV has the right to refuse to pay the insurance indemnity if the payee is subject to the relevant international financial sanction established by the Office of Foreign Assets Control (OFAC) under the relevant legislation of the United States of America or the relevant legislation of HM Treasury United Kingdom.

Termination, cancellation and withdrawal from the insurance contract

15. The insurance contract shall expire:
- 15.1. at the end of the insurance period;
 - 15.2. upon cancellation of the insurance contract;
 - 15.3. upon withdrawal from the insurance contract;
 - 15.4. by agreement between the policyholder and LHV;
 - 15.5. on other grounds provided for by legal acts.
16. LHV has the right to cancel the insurance contract in accordance with the cancellation periods prescribed by legislation, if:
- 16.1. the policyholder has not performed the insurance contract, among other things, not paying the insurance premium by the deadline or additional deadline;
 - 16.2. the policyholder has intentionally submitted false information to LHV regarding the circumstances of the insurance contract and/or the insured event;
 - 16.3. an insured event has occurred and LHV has made a decision on indemnification or refusal to indemnify the damage;
 - 16.4. the insurance risk has increased (including if the insurance risk has increased independently of the policyholder and the policyholder does not agree to amend the insurance contract retroactively from the increase of the insurance risk);
 - 16.5. the insured object has been transferred;
 - 16.6. other grounds for cancellation of the insurance contract provided by legislation become apparent.
17. LHV has the right to withdraw from the insurance contract if the policyholder has failed to notify LHV of significant circumstances affecting the insurance risk when concluding the insurance contract and/or has knowingly submitted

false information (including deliberately avoiding reporting a material circumstance).LHV may withdraw from the insurance contract within one month after it became aware or should have become aware of the policyholder's failure to perform the notification obligation.

18. If the policyholder has not paid the first insurance premium within 14 days after concluding the insurance contract, LHV may withdraw from the insurance contract until the payment is made. If the paid insurance premium (including an instalment thereof) is less than the amount payable specified in the policy, the insurance premium shall be deemed not to have been paid. LHV shall be presumed to have withdrawn from the insurance contract if it does not file an action for the collection of the insurance premium within three months as of the premium becoming collectible.
19. If the insurance contract is entered into through telecommunications, the policyholder has the right to withdraw from the insurance contract within 14 days as of the conclusion of the insurance contract. The policyholder must submit a written application to LHV regarding the withdrawal in a form that can be reproduced in writing. Upon withdrawal, LHV returns the paid insurance premium. If LHV has provided the policyholder with immediate insurance cover, the policyholder has no right of withdrawal.
20. If the insurance contract is entered into for more than one year, the policyholder has the right to withdraw from the insurance contract within 14 days as of the conclusion of the insurance contract. The policyholder must submit a written application to LHV regarding the withdrawal in a form that can be reproduced in writing. Upon withdrawal, LHV returns the paid insurance premium. If LHV has provided the policyholder with immediate insurance cover, the policyholder has no right of withdrawal.
21. The parties have the right to cancel a perpetual insurance contract under ordinary procedure by the end of the current insurance period, giving at least 30 days' notice.
22. If the insurance contract has been cancelled or a party has withdrawn from it, the parties to the insurance contract shall no longer be bound by the obligations arising from the contract as of the termination of the insurance contract. The rights and obligations of the parties, including the policyholder's obligation to pay insurance premiums to LHV, remain valid until the termination of the insurance contract.
23. If the insured object is destroyed as a result of an insured event or the insurance indemnity during the insurance period has been paid in the entire sum insured, LHV is entitled to the insurance premium for the current insurance period.

Underinsurance, overinsurance and multiple insurance

24. If the sum insured specified in the policy is less than the insurable value at the time of the insured event, LHV is liable for the loss in proportion to the ratio of the sum insured to the insurable value at the time of the insured event (underinsurance).
25. If the sum insured specified in the policy significantly exceeds the insurable value, LHV will indemnify the actual amount of loss (overinsurance).
26. If the policyholder insures the same insurance risk through several insurers and the total amount of insurance indemnities paid by the insurers exceeds the amount of the loss or the total of the sums insured exceeds the insurable value, the insurers shall be jointly and severally liable (multiple insurance).

Communication

27. All notices necessary for the performance of the insurance contract shall be submitted in a form that can be reproduced in writing.

Processing of personal data

- 28. LHV is entitled to process personal data related to the insurance contract on the basis of LHV's Principles of Processing Client Data and to disclose information related to the insurance contract to a third party whose right to receive information arises from LHV's Principles of Processing Client Data.
- 29. LHV has the right to preserve recordings obtained by telecommunication or other means in connection with the performance of the insurance contract and, if necessary, use them to prove the declarations of intent submitted by the policyholder.

Expiry of claims arising from insurance contract

- 30. The limitation period for claims arising from the insurance contract is three years. The limitation period shall run from the end of the calendar year in which the claim becomes collectible.

Conflicts in the insurance contract documents

- 31. If there are any inconsistencies in the documents of the insurance contract, the interpretation shall be based on the presumption that the Special Terms and Conditions of the insurance contract specified in the policy take precedence over the General Terms and Conditions.
- 32. If the Terms and Conditions have been translated into a foreign language, their interpretation shall, in case of a dispute, always be guided by the Estonian-language Terms and Conditions.